



Public Service Commission of South Carolina  
Tariff Summary Sheet as of November 20, 2009

Network Communications International Corporation

Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2009-394	11/18/09	11/23/09	15
<u>Summary:</u> The primary purpose of this filing is to add Prepaid Debit Service.			
E2008-185	7/14/08	7/29/08	30
<u>Summary:</u> Replacement tariff. This filing introduces a new Inmate Services Section and deletes the Trade name "Mundo Telecom" and all its related services. This filing also updates the Rules and Regulations, and revises certain rates, charges and service descriptions			

*This Tariff, South Carolina tariff No. 2, issued by Network Communications International Corp. a/k/a 1800Call4Less cancels and replaces South Carolina tariff No. 1, issued by Network Communications International Corp. a/k/a Mundo Telecom, a/k/a 1800Call4Less in its entirety.*

**SOUTH CAROLINA TARIFF**

**OF**

**NETWORK COMMUNICATIONS INTERNATIONAL CORP.**  
a/k/a 1800Call4Less

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Network Communications International Corp. a/k/a 1800Call4Less ("NCIC") with principal offices located at 606 East Magrill Street, Longview, Texas 75601. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: July 15, 2008

EFFECTIVE: July 20, 2008

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**CHECK SHEET**

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this Sheet.

PAGE	REVISION		PAGE	REVISION	
1	Original		26	1 <sup>st</sup> Rev.	*
2	1 <sup>st</sup> Rev.	*	27	Original	
3	Original		27.1	Original	*
4	Original		28	1 <sup>st</sup> Rev.	*
5	Original		28.1	Original	*
6	Original		29	1 <sup>st</sup> Rev.	*
7	Original		30	1 <sup>st</sup> Rev.	*
8	Original		30.1	Original	*
9	Original		30.2	Original	*
10	Original		30.3	Original	*
11	Original				
12	Original				
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	1 <sup>st</sup> Rev.	*			
20	Original				
21	Original				
22	Original				
23	1 <sup>st</sup> Rev.	*			
24	1 <sup>st</sup> Rev.	*			
25	Original				

\* - indicates those pages included with this filing

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

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SCo0901

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### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (D)** - Delete or Discontinue
- (I)** - Change Resulting in an Increase to a Customer's Bill
- (M)** - Moved from another Tariff Location
- (N)** - New
- (R)** - Change Resulting in a Reduction to a Customer's Bill
- (T)** - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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ISSUED: July 15, 2008

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## TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

**1800Call4Less** - Refers to the marketing name under which specified services are provided in this tariff.

**Access** - Access to NCIC's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Aggregator** - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): In the case of a Travel Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

**Calling Card Call** - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

**Company** - Depending on the service provided as specified in this tariff, the term Company refers to NCIC or 1800Call4Less.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

**Inmate** – The jailed or confined population of correctional or confinement institutions.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**NCIC** - An acronym used throughout the tariff to refer to Network Communications International Corp., the issuer of the tariff.

**Presubscribed Provider of Operator Services** - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

**Provider of Operator Services** - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the South Carolina Public Service Commission to be providing operator services.

**Real Time Rated** - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that NCIC communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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## **SECTION 2.0 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide operator assisted calls originating and terminating partially or wholly within the State of South Carolina using the Company's network configuration. Certain Operator Assisted services, as specified herein, are offered under the name 1800Call4Less. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff.

The Company's services are available twenty-four (24) hours per day, seven (7) days per week.

### **2.2 Applicability of Tariff**

This tariff applies to telephone calls which originate and terminate in the State of South Carolina.

### **2.3 Payment and Credit Regulations**

#### **2.3.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations, (Cont'd.)**

**2.3.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by NCIC or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, NCIC will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to NCIC for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4.8 herein.
- (D) Any applicable federal, state or local taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (E) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations, (Cont'd.)**

**2.3.3 Payment for Service, (Cont'd.)**

- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) NCIC will not knowingly bill for unanswered calls. In the event that an unanswered call is inadvertently billed, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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## 2.4 Taxes and Fees

### 2.4.1 Public Telephone Surcharge

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.50
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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Right to Back bill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.6 Cancellation or Interruption of Services**

**2.6.1** Without incurring liability, NCIC may block Services to a Customer or to a particular Customer location.

- (A) For nonpayment of any sum due to service provider hereunder;
- (B) Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NCIC operations or its furnishing of service;
- (C) For violation of any of the provisions of this tariff;
- (D) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over NCIC's service; or
- (E) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service.

**2.6.2** Service may be discontinued by NCIC by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when NCIC deems it necessary to take action to prevent unlawful use of its service. NCIC may restore service as soon as it can be provided without undue risk.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

**2.7.1** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NCIC operations or its furnishing of service.

**2.7.2** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.8 Reinstitution of Service**

The Company will unblock service upon Customer request as soon as the reason for the Customer's suspension is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges.

**2.9 Interconnection with Other Common Carriers**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

**2.10 Use of Service**

Service may be used for any lawful purpose for which it is technically suited.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Liability of the Company**

- 2.11.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.11.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.11.3** NCIC shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over NCIC or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.11.4** NCIC is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 2.13.2 above.

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ISSUED: July 15, 2008

EFFECTIVE: July 20, 2008

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Liability of the Company, (Cont'd.)**

**2.11.5** NCIC shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

**2.11.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

**2.11.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

**2.12 Marketing Practices**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, NCIC hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing practices, if any, set forth by the Public Service Commission. Additionally, NCIC will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. NCIC understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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ISSUED: July 15, 2008

EFFECTIVE: July 20, 2008

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**2.13.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
- (D) Any other information required by state or federal regulatory agencies or law.

**2.13.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

**2.13.3** NCIC shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if NCIC reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

**2.14 Responsibilities of the Subscriber or Customer**

**2.14.1** The Subscriber or Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber or Customer is also responsible for the payment of charges for calls originated at the Subscriber's or Customer's premises that are not collect, third party, calling card, or credit card calls.

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EFFECTIVE: July 20, 2008

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Responsibilities of Authorized Users**

- 2.15.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.15.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.15.3** The Authorized User is responsible for providing NCIC with a valid method of billing for each call. NCIC reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or NCIC may refuse to place the call.

**2.16 Applicable Law**

This tariff shall be subject to and construed in accordance with South Carolina law.

**2.17 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses.

**2.18 Other Rules**

- 2.21.1** NCIC reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.
- 2.21.2** The Company reserves the right to block service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.19 Customer Liability for Unauthorized Use of the Network**

**2.19.1 Unauthorized Use of the Network**

- (A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- (B) The following activities constitute fraudulent use:
  - (1) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - (2) Using or attempting to use the network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - (3) Toll free callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - (4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- (C) Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc. Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

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ISSUED: July 15, 2008

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.19 Customer Liability for Unauthorized Use of the Network, (Cont'd.)**

**2.19.2 Liability for Unauthorized Use**

- (A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- (B) The Customer is liable for all costs incurred as a result of unauthorized use of the network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.

**2.19.3 Liability for Credit Card Fraud**

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

**2.20 Contracts**

Service is offered on a contractual basis to meet specialized requirements of aggregator locations. The terms of each contract shall be mutually agreed upon between the aggregator and the Company.

(N)  
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|  
(N)

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

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### **SECTION 3.0 – OPERATOR ASSISTED SERVICES**

#### **3.1 General**

NCIC's Operator Assisted Service is provided for use by transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Commission and the Federal Communications Commission.

#### **3.2 Determination of Call Duration and Timing of Calls**

- 3.2.1** Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NCIC will reasonably issue credit for the call.

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ISSUED: July 15, 2008

EFFECTIVE: July 20, 2008

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## SECTION 3.0 – OPERATOR ASSISTED SERVICES

### 3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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ISSUED: July 15, 2008

EFFECTIVE: July 20, 2008

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**SECTION 3.0 – OPERATOR ASSISTED SERVICES, (CONT'D.)**

**3.4 NCIC Service Offerings**

NCIC provides telecommunications services for communications originating and terminating within the State of South Carolina under terms of this tariff.

**3.4.1 Description of Charges**

For operator service calls, one of the following per-call service charges applies:

**(A) Customer Dialed Credit/Calling Card Charge**

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customer dials all of the digits required to route and bill the call.

**(B) Operator Station Charge**

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card and Person to Person calls.

**(C) Person to Person Charge**

An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

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ISSUED: July 15, 2008

EFFECTIVE: July 20, 2008

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**SECTION 3.0 – OPERATOR ASSISTED SERVICES, (CONT'D.)**

**3.5 Operator Services**

**3.5.1 Inter/IntraLATA Per Minute Usage Rates**

(T)

(D)

**Option 1:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

(N)

|

**Option 2:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of three (3) minutes.

(N)

|

**A. Plan A**

(T)

(D)

(D)

Per Minute Rate: \$0.35

**B. Plan B**

(T)

(D)

(D)

Per Minute Rate: \$0.85

**C. Plan C**

(N)

|

Per Minute Rate: \$1.05

(N)

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**SECTION 3.0 – OPERATOR ASSISTED SERVICES, (CONT'D.)**

**(T)**

**3.5 Operator Services, (Cont'd.)**

**3.5.2 Inter/IntraLATA Per Call Service Charges**

**(T)**

**(A) Per Call Service Charges**

**(T)**

	<b>Billed to LEC</b>	<b>Billed to Credit Card</b>
Customer Dialed Calling Card		
Automated	\$1.75	\$4.99
Operator Assisted	\$5.50	\$7.50
Operator Must Assist	\$1.75	\$4.99
Operator Dialed Calling Card Station	\$5.50	\$7.50
	<b>Automated</b>	<b>Operator Assisted</b>
Operator Station		
Collect	\$6.99 <b>(I)</b>	\$8.50 <b>(I)</b>
Billed to Third Party	\$7.99 <b>(I)</b>	\$10.99 <b>(I)</b>
Person-to-Person		\$13.50 <b>(I)</b>

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ISSUED: November 18, 2009

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**SECTION 3.0 – OPERATOR ASSISTED SERVICES, (CONT'D.)**

**3.6 1800Call4Less**

The following service is provided under the name 1800Call4Less. 1800Call4Less is a service that allows the user to access the Company's network by dialing a designated toll-free number for the purpose of placing an operator-assisted call. A per call charge and usage rates apply.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**(A) Per Minute Usage Rates**

0-10 miles	\$0.25
11 + miles	\$0.35

**(B) Per Call Charges**

The following per-call charges apply in addition to the per minute usage rates when applicable.

Operator Assisted Call	\$6.45
Operator Station - Automated	\$3.99
Person-to-Person	\$6.45

**3.7 Dial Around Access - \*77 Program**

The following rates apply for operator-assisted calls placed by dialing a designated access code (\*77), and completing the call using the automated system by following the correct prompts. Calls are billed in one (1) minute increments.

<b>Usage Rate, per minute</b>	<b>\$0.89</b>
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**Per Call Charges:**

Customer Dialed Station to Station	\$6.50
Operator Station to Station	\$6.50

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**SECTION 3.0 – OPERATOR ASSISTED SERVICES, (CONT'D.)**

**(T)**

**3.8 Miscellaneous Charges**

**3.8.1 Non-Subscriber Service Charge**

A Service charge is applicable to intrastate Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are presubscribed to an interexchange carrier other than NCIC, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued presubscription to NCIC but for whom an active billing record still exists in NCIC's billing system.

Non-Subscriber Service Charge per call: \$2.50

**3.8.2 Location Fee**

A fee may be imposed in addition to the rates and charges selected by the Aggregator. The combination of service charges, usage charges and Location Fee may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company.

Maximum Location Fee: \$1.00 per completed call

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ISSUED: November 18, 2009

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**SECTION 3.0 – OPERATOR ASSISTED SERVICES, (CONT'D.)**

**3.8 Miscellaneous Charges, (Cont'd.)**

**3.8.3 Billing Cost Recovery Fee**

In order to partially offset increased expenses associated with billing operator assisted calls, a billing cost recovery fee may apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier or are direct billed to Customer by the Company. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no calls are billed via the Customer's local exchange carrier or by company invoice. This fee does not apply to services paid for by commercial credit card, check, money order or wire.

Billing Cost Recovery Fee, per month where applicable \$2.95

**3.8.4 Regulatory Assessment Fee**

This fee is applied to recover expenses the Company incurs with regard to state compliance activities. It is billed once per month in any month in which operator assisted calls are billed via the Customer's local exchange carrier. This fee is not a tax or charge imposed or required by any government entity.

Regulatory Assessment Fee, per month where applicable \$1.99

**3.8.5 Directory Assistance**

Directory Assistance is available to Customers of NCIC service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance.

Directory Assistance, Per Call \$2.75

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## SECTION 4 – INSTITUTIONAL CALLING SERVICES

### 4.0 Institutional Operator Assisted Calling

(N)

Institutional operator assisted service allows Inmates to place operator assisted calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance.

A number of special blocking and screening capabilities are available with institutional operator services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided at correctional facilities, the following special conditions apply:

- (A) Calls to "900", "976" or other pay-per-call services are blocked by the Company.
- (B) At the request of the Institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- (C) At the request of the Institution, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- (D) At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
- (E) Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.
- (F) At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- (G) At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
- (H) At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.
- (I) Calls terminating to wireless numbers will be rated at the applicable intraLATA toll rate.

(N)

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

**(T)**

**4.1 Institutional Collect Operator Service**

**4.1.1 Description**

The Company provides Institutional Automated Collect Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call.

Institutional Collect Operator Service allows inmates to make collect calls to terminating locations anywhere within in the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated.

Use of the collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

**(M)**

**(M)**

\* Certain material previously found on this page can now be found on Page 28.1

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ISSUED: November 18, 2009

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

**4.1 Institutional Collect Operator Service, (Cont'd.)**

**4.1.2 Institutional Collect Operator Service Rates and Charges (M)**

**Option 1:** All calls are billed in one (1) minute increments after an initial period, for (N)  
billing purposes, of one (1) minute. |

**Option 2:** All calls are billed in one (1) minute increments after an initial period, for |  
billing purposes, of three (3) minutes (N)

**A. Plan A (N)**

**1. Local Rates and Charges (M)**

Per Minute Usage Rate	\$0.33
Operator Station Collect Service Charge	\$2.50

**2. Intra/InterLATA Rates and Charges**

Per Minute Usage Rate	\$0.85
Operator Station Collect Service Charge	\$5.99

**B. Plan B (N)**

**1. Rates and Charges**

Per Minute Usage Rate	\$1.05
Operator Station Collect Service Charge	\$6.99

\* Certain material on this page previously appeared on Page 28.

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

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## SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)

### 4.2 Institutional Prepaid Collect Service

#### 4.2.1 Description

Institutional Prepaid Collect Service provides an alternative payment arrangement for inmates in Confinement Institutions. This service enables end users to receive calls originating from confined persons and who cannot or who do not wish to have such calls billed through their own local exchange service provider.

With Institutional Prepaid Collect Service, a prepaid account is set up by the Company for the Customer who receives collect calls from an inmate in a confinement facility. Once an account is established, all collect calls from the confinement facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2. The Company does not engage in direct monetary transactions with the inmate.

Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call. Customers are responsible for contacting the Company's Customer Service Department to obtain the Available Usage Balance remaining in the Prepaid Collect Account.

Payment for Institutional Prepaid Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires three months from the date of the last call or any other activity takes place on the prepaid account. No refunds of unused balances will be issued after the expiration date.

(T)  
|  
(T)

Institutional Prepaid Collect Service is available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Institutional Prepaid Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is \$25.00; the maximum replenishment permitted is \$1000.

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

**4.2 Institutional Prepaid Collect Service, (Cont'd.)**

**4.2.2 Institutional Prepaid Collect Service Rates and Charges**

**Option 1:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. (N)  
|

**Option 2:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of three (3) minutes. (N)  
|

**A. Plan A**

**1. Local Rates and Charges**

Per Minute Usage Rate	\$0.33
Operator Station Collect Service Charge	\$2.50

**2. Intra/InterLATA Rates and Charges**

Per Minute Usage Rate	\$0.85
Operator Station Collect Service Charge	\$5.99

**B. Plan B**

**1. Rates and Charges**

Per Minute Usage Rate	\$1.05
Operator Station Collect Service Charge	\$6.99

\* Certain material previously found on this page can now be found on Page 30.3.

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

ISSUED BY: Mr. William L. Pope - President  
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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

**4.3 Institutional Prepaid Debit Service**

(N)

**4.3.1 Description**

Institutional prepaid debit service allows an inmate to purchase a card or deposit funds into an account. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution. To place a call, the inmate enters a specified Personal Identification Number (PIN) and dials the desired telephone number.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account following completion of the call and after it is rated.

Refunds of remaining balances in a Debit Card or Debit Account are refundable by the commissary upon request, typically after release of the inmate from the Institution. The Available Usage Balance expires three months from the date the last call is made on the account or card. No refunds of unused balances will be issued after the expiration date.

(N)

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

**4.3 Institutional Prepaid Debit Service, (Cont'd.)**

(N)

**4.3.2 Prepaid Debit Rates and Charges**

**Option 1:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**Option 2:** All calls are billed in one (1) minute increments after an initial period, for billing purposes, of three (3) minutes.

**A. Plan A**

**1. Local Rates and Charges**

Per Minute Usage Rate	\$0.33
Operator Station Collect Service Charge	\$2.50

**2. Intra/InterLATA Rates and Charges**

Per Minute Usage Rate	\$0.85
Operator Station Collect Service Charge	\$5.99

**B. Plan B**

**1. Rates and Charges**

Per Minute Usage Rate	\$1.05
Operator Station Collect Service Charge	\$6.99

**C. Plan C**

Rates for service include all taxes and fees.

Rate per Minute:	\$0.50
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(N)

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

**4.4 Miscellaneous Charges**

(N)

**4.4.1 Billing Cost Recovery Fee**

(M)

In order to partially offset increased expenses associated with billing collect calls via the customer's local exchange carrier, a billing cost recovery fee may apply each billing period in which local or long distance collect calls are placed. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no calls are billed via the Customer's local exchange carrier. This fee does not apply to prepaid services paid for by commercial credit card, check, money order or wire.

Billing Cost Recovery Fee, Per Month Where applicable \$2.95

**4.4.2 Regulatory Assessment Fee**

This fee is applied to recover expenses the Company incurs with regard to state compliance activities. It is billed once per month in any month in which operator assisted calls are billed via the Customer's local exchange carrier. This fee is not a tax or charge imposed or required by any government entity.

Regulatory Assessment Fee, Per Month, where applicable \$1.99

(M)

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ISSUED: November 18, 2009

EFFECTIVE: November 23, 2009

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